



APPENDIX A STATEMENT OF WORK

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APPENDIX A STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 This Appendix A, Statement of Work, outlines the minimum tasks required of Subrecipient for the provision of Dispute Resolution Services (Services or Program) to Disputants under the Los Angeles County Dispute Resolution Program (LACDRP or Program) administered by the County of Los Angeles Workforce Development, Aging and Community Services (County).
- 1.2 LACDRP provides dispute resolution services (Services) to individuals, businesses, and organizations involved in various types of disputes throughout Los Angeles County through the use of volunteers, also known as “Neutrals,” to conduct the dispute resolution process. A Neutral’s function is to serve as an individual who does not represent, advocate, nor show favoritism toward any Disputant (as further defined herein, and in Appendix C, Sample Subaward, Exhibit P, Definitions) in a dispute.
- 1.3 DISPUTE CATEGORIES: As further described in Section 10, herein, Subrecipient shall provide Services under (1) or more of the three (3) broad dispute categories for which it is funded:
 - 1.3.1 Community – Community disputes are those for which no court action has been initiated or for which resolution services are not required on the day of hearing. These may include, but are not limited to, disputes between consumers and merchants, tenants and landlords, businesses, coworkers, neighbors, students, and family members. This may also include disputes between representatives of law enforcement and members of the community.
 - 1.3.2 Day of Hearing Civil Court – Day of Hearing Civil Court disputes are those for which civil court action has been initiated and resolution services are provided on the scheduled day of court hearing. These include disputes filed as small claims, civil harassment, unlawful detainer, or non-collections limited jurisdiction cases.
 - 1.3.3 Restorative Justice – Restorative Justice disputes involve matters between Victim(s) and Offender(s) of criminal actions. These are cases that may or may not have been filed for prosecution, but in which the Offender(s) has acknowledged committing the harm-causing action(s). Explicit agreement of the appropriate law enforcement jurisdiction or prosecuting authority is required in order to proceed with resolution services for any Restorative Justice dispute.

1.4 The acceptable types of dispute resolution processes that Subrecipient may provide under this SOW and Subaward shall be Conciliation and Mediation, per the descriptions, below, as part of the Work described in Section 10, herein:

1.4.1 Conciliation – A process of independent communications between Disputants and Neutral person(s), pursuant to Article 1, Section 3602 of the Dispute Resolution Programs Act Regulations. These communications may be in person, by phone, in writing, or by some electronic means, or a combination of these. Conciliation is an acceptable type of resolution process for Community disputes.

1.4.2 Mediation – A process of face-to-face communication, facilitated by Neutral person(s), between Disputants, in which they are assisted in coming to an understanding, agreeing on a settlement, or attaining reconciliation, pursuant to Article 1, Section 3602 of the Dispute Resolutions Programs Act (DRPA) Regulations. Mediation may include communication that is not face-to-face in support of in-person sessions. Any Mediation in which not all the Disputants and Neutral(s) are in the same physical location, may be conducted via the internet, video conferencing, or other electronic means, provided that participants may view each other's faces and movements and communicate in real time. Mediation is an acceptable type of resolution process for Community, Day of Hearing Court, and Restorative Justice disputes.

1.5 Program shall be administered in conjunction with the California Dispute Resolution Programs Act of 1986 ("the Act" or "DRPA") – the statutory program and funding authority for the Program; its regulations ("the Regulations"); Program Memoranda/Directives issued by County; and the Mandated Program Services in Exhibit X, of Appendix C, Sample Subaward. Subrecipient at all times shall operate in compliance of DRPA requirements and any amendments thereto.

1.6 Eligibility Criteria

1.6.1 Any individual, business, or organization involved in a dispute where at least one (1) Disputant (as defined in Section 1.6.1.1 herein and in Exhibit P, Definitions) in the dispute resides, conducts business in, or operates in Los Angeles County is eligible for Services. Subrecipient shall provide Services to any such individual, business, or organization unless circumstances dictate one of the exceptions detailed in Section 1.6.2 herein.

1.6.1.1 Definition of Disputant: A Disputant, for the purpose of this Subaward, is any person who is party to a dispute for which Dispute Resolution Services are retained in an attempt to settle a disagreement or reconcile a difference.

1.6.2 Subrecipient shall not be required to provide resolution services when any of the Disputants has obtained a lawful restraining order issued by a court against another Disputant, as indicated on Subrecipient's Intake Form. Likewise, Subrecipient shall not be required to provide Services when it is reasonable to believe that in doing so, it may endanger a Disputant, volunteer, or employee.

1.6.2.1 As part of the mandatory intake process, Subrecipient shall verify the presence of a restraining order made against any of the Disputants. If a restraining order exists, the Disputants shall be informed that Subrecipient may not offer any Services unless a court record verifies that the restraining order has been lifted.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Subrecipient is encouraged to seek office space for the operation of its Program Services at public facilities and/or partner with non-profit organizations or community groups in an effort to minimize office space expenditures and to increase fiscal capacity elsewhere to improve the quality of the Program.

2.1.1 In the event that a Disputant expresses a desire to participate in a face-to-face mediation or other face-to-face dispute resolution process, and Subrecipient's main Program site poses an inconvenience, then Subrecipient shall make good faith efforts to find a public facility location to conduct Service that is more convenient and mutually agreeable with the Disputants.

2.1.2 Public facilities include, but are not limited to, libraries, community centers, police stations, and city halls.

2.2 Subrecipient shall maintain an office in Los Angeles County.

2.3 Subrecipient shall inform County in writing and receive written County approval at least sixty (60) days prior to the relocation of Subrecipient's office or site location(s).

2.4 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and

accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990.

- 2.5 Prior to modifying or terminating Services, or revising hours of service delivery (at a previously designated location(s) and before commencing such Services at any other location), Subrecipient shall obtain advance written consent of County, or authorized designee, and shall comply with Appendix C, Sample Subaward Paragraph 9.8, Modifications, as applicable.
- 2.6 Subrecipient shall observe all applicable local, State, and Federal health and safety standards. Subrecipient shall ensure that all Program Participants and Subrecipient employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under working conditions that are unsanitary, hazardous, or otherwise detrimental to a person's health or safety.
- 2.7 All changes must be made in accordance with Sub-paragraph 8.1, Amendments of the Subaward.

3.0 QUALITY CONTROL

- 3.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of the Subaward. The QCP shall be retained on file at Subrecipient's main administrative office. The QCP shall include, but not be limited to, the following:

- 3.1.1 A method of monitoring to ensure that Subaward requirements are being met;

- 3.1.2 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Subrecipient's performance under this Subaward using the quality assurance procedures as defined in this Subaward, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

- 4.1.1 Subrecipient must attend all mandated meetings called by County, or authorized designee. Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled meetings with County.

Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary. Failure to attend mandated meetings shall be considered non-compliant to this Subaward, and may result in further action pursuant to Appendix C, Sample Subaward Paragraph 9.12, Probation and Suspension, and any other applicable Subaward provisions.

4.1.2 Subrecipient shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended online. Penalties apply for Subrecipient's failure to attend either face-to face or online meetings pursuant to Appendix B (Statement of Work Exhibits), Exhibit 2 (Performance Requirements Summary Chart).

4.1.3 Subrecipient staff shall regularly attend meetings whose objectives are to promote program enhancements, increase Subrecipient knowledge of and efficiency in the Services provided. These meetings may be called by County and be held at a County facility or another site, as determined by County. Subrecipient may also choose to attend educational or training opportunities outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery Services or other meetings designated by County.

4.2 Subaward Discrepancy Report

Verbal notification of a Subaward discrepancy will be made to County's Compliance Manager as soon as possible whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Subrecipient.

County's Compliance Manager will determine whether a formal Subaward Discrepancy Report shall be issued. Upon receipt of this document, Subrecipient is required to respond in writing to County's Compliance Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Subaward Discrepancy Report shall be submitted to County's Compliance Manager within five (5) business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Subaward at any time during normal business hours. However, these personnel may not unreasonably interfere with Subrecipient's performance.

5.0 DEFINITIONS

For a listing of Definitions for this Program, refer to Appendix C, Sample Subaward, Exhibit P, Definitions.

6.0 RESPONSIBILITIES

COUNTY

6.1 Personnel

County will administer the Subaward according to Subaward, Paragraph 6.0, Administration of Subaward – County. Specific duties will include:

- 6.1.1 Monitoring Subrecipient's performance in the daily operation of this Subaward.
- 6.1.2 Providing direction to Subrecipient in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Subaward, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

6.2 Intentionally Omitted

SUBRECIPIENT

6.3 Project Director

- 6.3.1 Subrecipient shall provide a full-time Project Director or designated alternate. County must have access to the Project Director during all hours, 365 days per year. Subrecipient shall provide a telephone number where the Project Director may be reached during regular business hours, on an eight (8) hour per day basis.
- 6.3.2 Project Director shall act as a central point of contact with County.
- 6.3.3 Project Director/alternate shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward. Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 6.3.4 Responsibilities: The Project Director shall plan, organize, and direct all administrative and program activities related to the Program. The Project Director shall define lines of authority and shall develop the roles and parameters of responsibility for Program staff consistent with established requirements. In addition, the Project Director shall serve

as the coordinator/liaison for all Program Services, ensuring that all communications relevant to Services are conveyed to the appropriate personnel.

6.3.5 Minimum Education, Experience and Qualifications:

6.3.5.1 A minimum of two (2) years of experience in dispute resolution or related field. In addition, the individual must possess and demonstrate the following:

6.3.5.1.1 Demonstrated problem-solving skills and experience;

6.3.5.1.2 Ability and experience explaining administrative goals, policies and procedures, and assist staff in adjusting to changes that occur; and

6.3.5.1.3 Successful completion of a basic 25-hour DRPA training within six (6) months of hire.

6.4 Case Manager

6.4.1 Responsibilities: Under the direction of the Project Director, the Case Manager shall maintain and assist with Volunteer trainings and Volunteer pool lists. The Case Manager shall make recommendations and referrals as appropriate to other service organizations, giving priority to DRPA-funded programs.

6.4.2 Minimum Education, Experience and Qualifications:

6.4.2.1 Demonstrated ability to communicate effectively with Disputants and Volunteers;

6.4.2.2 Demonstrated ability to treat Disputants, Volunteers, and co-workers with respect and dignity; and

6.4.2.3 Successful completion of a basic 25-hour DRPA training program within six (6) months of hire.

6.5 Personnel

6.5.1 Subrecipient shall have sufficient number of qualified staff with the appropriate education, training, and experience to carry out the requirements of the Program.

- 6.5.2 Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of personnel required, as well as any other applicable staffing requirements of County. Such personnel shall meet all qualifications in this Subaward, as well as those provided by County through Subaward Amendments, Administrative Directives, and Program Policy Memoranda.
- 6.5.3 At least one (1) employee/volunteer on site shall be authorized to act for Subrecipient in every detail and must speak and understand English.
- 6.5.4 Subrecipient shall be required to background check their employees as set forth in Sub-paragraph 7.5, Background and Security Investigations, of the Subaward.
- 6.5.5 Volunteer Services: Subrecipient shall primarily use a pool of properly trained and adequately supervised Volunteers reflective of the diversity of Los Angeles County to provide Program Services in order to achieve the legislative purpose and intent of the DRP Act while maximizing the cost effectiveness of the Program. Subrecipient shall therefore ensure the large majority of all Conciliations, Mediations, and other dispute resolution processes are conducted by Volunteer Neutrals, with salaried staff in a limited, but adequate supervisory role, rather than routinely acting as co-Neutrals.
- 6.5.6 County reserves the right to require Subrecipient's compliance with a Corrective Action Plan if the majority of Subrecipient's Services are not provided solely by Volunteers. County acknowledges that the majority of services are provided by Volunteers who are utilizing their volunteer experience as a training program. Subrecipient shall ensure that Volunteers assigned to any dispute meet the requirements of providing resolution services for that case.
- 6.5.7 Preference to recruit older individuals: Preference shall be given to recruiting older individuals age 55 and over as Volunteers and Neutrals, subject to the qualifications of the position.
- 6.5.8 Subrecipient is strongly encouraged to have at least one (1) salaried individual working on the Subaward who is bilingual in Spanish and English.

6.6 Uniforms/Identification Badges

Subrecipient shall ensure their employees are appropriately identified as set forth in Sub-paragraph 7.4, Subrecipient's Staff Identification, of the Subaward.

6.7 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of Subrecipient. Subrecipient shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.8 Subrecipient's Office

6.8.1 Subrecipient's office shall be open a minimum eight (8) hours per day between the hours of 8:00 am and 5:00 pm, Monday through Friday, not including County holidays. Subrecipient shall ensure that telephone contact with Subrecipient's staff is available to Disputants and potential Disputants, as well as County, during Subrecipient's hours of operation. Subrecipient shall ensure that each Subrecipient office location has a telephone answering machine or voice mail in place during off-business hours. Subrecipient staff shall check and respond to all messages within 48 hours of receipt of the call.

6.8.2 Subrecipient shall publicly display the days and hours of operation for the provision of subawarded Services at all Subrecipient office locations/sites.

6.9 Multilingual Capabilities of Subrecipient's Staff

6.9.1 Subrecipient must ensure that Services are provided to all Disputants, including individuals with limited to no English-speaking proficiency, and in the primary language of the Disputant. This shall be achieved using bilingual staff or a translator. Subrecipient shall make efforts to employ employees or a translator and recruit volunteers who are bilingual in the needed languages. If Subrecipient does not have a Neutral who speaks the same language as the Disputant, then Subrecipient shall either provide an interpreter or shall directly contact other LACDRP Subrecipients to locate such a neutral or interpreter. Subrecipient shall not require any Disputant to provide his/her own translator.

6.10.1.1 Subrecipient shall refrain from instructing the Disputant to call other LACDRP Subrecipients (referring out) solely due to language barriers (e.g., the Disputant shall not be instructed to call another number with the assumption that the LACDRP referral has the needed language capability).

6.9.2 Subrecipient shall ensure that the delivery of Services are culturally and linguistically appropriate to the Disputants. Subrecipient shall do its due diligence to hire qualified staff that is multilingual and/or possess the relevant skills to serve a multicultural clientele reflective of the communities served. In addition, Subrecipient and its employees, including Volunteers, shall be expected to develop cultural competence

and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health, and social service agencies for the benefit of Disputants.

7.0 HOURS/DAYS OF WORK

- 7.1 Subrecipient's staff shall be available to all Clients, potential Clients, as well as County on a minimum five (5) days per week basis (Monday through Friday, eight (8) hours per day during the hours of 8:00 am and 5:00 pm (not including County recognized holidays). A list of County recognized holidays is provided in Appendix B, Statement of Work Exhibits, Exhibit 1 (County Recognized Holidays).
- 7.2 Subrecipient's office shall be closed on County recognized holidays. Prior approval must be obtained in writing if there is a deviation from the traditional Monday through Friday schedule of Services, days, or times.
- 7.3 Subrecipient is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation.

8.0 WORK SCHEDULES

- 8.1 Subrecipient shall submit for review and approval a work schedule for each facility to County Program Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week and time of day that the tasks will be performed.
- 8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County Program Manager for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

9.0 UNSCHEDULED WORK

- 9.1 The County Program Manager or his designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to modify or refurbish existing facilities. In the event of an emergency, County may request,

at its sole discretion, that Subrecipient provide Services beyond regular hours of operation.

- 9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Subrecipient's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Contract Manager for approval before beginning the work. A written estimate shall be sent within 24 hours for approval. Subrecipient shall submit an invoice to County's Contract Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Subrecipient.

10.0 SPECIFIC WORK REQUIREMENTS

- 10.1 Subrecipient shall carefully review each dispute to ensure that the appropriate service, as described below in Subsections 10.2, 10.3 and 10.4, is offered and provided to the Disputants.
- 10.2 **COMMUNITY DISPUTE RESOLUTION:** Community Dispute Resolution Subrecipient shall provide service to requesting individuals who reside, conduct business, or operate, in the Los Angeles County Service Planning Area(s) (SPA(s)), as further defined in Exhibit P, Definitions, for which Subrecipient is approved by County to address disputes and for which civil court action has not been initiated or resolution services are required on a day of hearing for a **maximum unit rate of \$740 per resolved case.**
 - 10.2.1 **Minimum Cases Initiated** – Community Dispute Resolution Subrecipient shall initiate at least the minimum number of dispute resolution cases each year in each SPA (see Exhibit 6) for which Subrecipient is approved to address Community disputes. The minimum annual number of dispute resolution cases initiated shall be calculated by County based on the annual DRP funds allocated to Subrecipient. The annual DRP funds allocated to the Subrecipient divided by the maximum unit rate per resolved case will determine the minimum number of dispute resolution cases to resolve each year in each SPA for which Subrecipient is approved to address cases, which shall be fifty percent (50%) of the total

number of cases initiated. For the purpose of this Subaward, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Subrecipient is contracted for fee by a third party.

- 10.2.2 Minimum Cases Resolved – Community Dispute Resolution Subrecipient shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the dispute resolution cases initiated each year. For the purpose of this Subaward, the minimum annual number of projected resolved disputes shall not include any dispute resolutions for which Subrecipient is contracted for fee by a third party.

10.2.2.1 Resolved Complex Disputes

Complex Disputes are disputes that require over eight (8) in-session hours to reach a resolution. Hours exceeding the eight (8)-hour threshold may be counted as an additional resolved dispute for every four (4)-hour increment attained beyond the eight (8)-hour threshold. For example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes (one (1) eight (8)-hour session plus two (2) four (4)-hour sessions).

10.2.2.2 Student Disputes

Student Dispute mediations are mediations that involve students under the age of 17.

10.2.2.2.1 Student Disputes that involves less than one (1) face-to-face Subaward hour for resolution shall be counted as 1/5 of a Resolved Case.

10.2.2.3 Resolved Cases in Other Areas

For the initial one (1) year Subaward term, beginning July 1, 2019 through June 30, 2020, Subrecipients shall be allowed to count a maximum of ten (10) percent of Subrecipient's total Resolved Cases for cases resolved in which all parties to a dispute are outside of a Subrecipient's contracted area(s).

- 10.2.3 Minimum Number of Previously Un-served Local Stakeholder Groups – Subrecipient shall establish each year a minimum number, not less than one (1), of previously un-served local stakeholder groups, as defined below, that Subrecipient shall serve with dispute resolution training that

complies with the requirements described in Section 10.5, Trainings, of this document. Local stakeholder groups include, but are not limited to, schools, youth-serving organizations, community-based organizations, faith-based organizations, city and county community centers, city and county parks and recreation units, and workplaces.

10.2.4 Statistical Information – Each Community Dispute Resolution Subrecipient shall provide annually updated descriptions of the resident and workplace populations of each SPA for which Subrecipient is approved to serve, including estimated numbers of the population being served as well as cultural, economic, and other key social demographics (see Subsection 10.16.1.7 b)). As part of these annually updated descriptions, Subrecipient shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.2.5 Community Dispute Resolution Subrecipient shall take measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of Dispute Resolution Services to the various populations in each SPA for which Subrecipient is approved to provide Services, with special emphasis to underserved and un-served populations. Such measures must include schedule, location, and language considerations.

10.3 **DAY OF HEARING CIVIL COURT DISPUTE RESOLUTION:** Day of Hearing Civil Court Dispute Resolution Subrecipient shall provide Services to requesting individuals for the type(s) of cases and in the locations for which Subrecipient is approved by County to address disputes on scheduled days of hearing for **a maximum unit rate of \$275 per resolved case**.

10.3.1 Minimum Cases Initiated – Day of Hearing Civil Court Dispute Resolution Subrecipient shall initiate at least the minimum number of dispute resolution cases each year for each type of case in each location for which Subrecipient is approved to address Day of Hearing Civil Court disputes. The annual minimum number of dispute resolution cases initiated for each type of case in each location shall be calculated by County based on the annual DRP funds allocated to Subrecipient. The annual DRP funds allocated to the Subrecipient divided by the maximum unit rate per resolved case will determine the minimum number of dispute resolution cases to resolve each year in each Hub (see Exhibit

3) for which Subrecipient is approved to address cases, which shall be fifty percent (50%) of the total number of cases initiated. For the purpose of this Subaward, the minimum annual number of dispute resolutions initiated shall not include any dispute resolutions for which Subrecipient is contracted for fee by a third party.

10.3.2 Minimum Cases Resolved – Day of Hearing Civil Court Dispute Resolution Subrecipients shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the dispute resolutions initiated each year. For the purpose of this Subaward, the minimum annual number of projected resolved disputes shall not include any dispute resolutions for which Subrecipient is contracted for fee by a third party.

10.3.3 Statistical Information – Each Day of Hearing Civil Court Dispute Resolution Subrecipient shall provide annually updated descriptions of the resident and workplace populations of potential users of their dispute resolution services, including estimated numbers of the population being served, as well as cultural, economic, and other key social demographics (see Subsection 10.16.1.7 b)). As part of these annually updated descriptions, Subrecipient shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.3.4 Each Day of Hearing Civil Court Dispute Resolution Subrecipient shall take specific measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of potential users, with special emphasis to the underserved and un-served populations and communities in each area served by the court hubs for which Subrecipient is approved. Accessibility must include schedule, location, and language considerations.

10.3.5 Resolved Cases in Other Areas
For the initial one (1) year Subaward term, beginning July 1, 2019 through June 30, 2020, Subrecipients shall be allowed to count a maximum of ten (10) percent of Subrecipient's total Resolved Cases for cases resolved, in which all parties to a dispute are outside of a

Subrecipient's contracted area(s).

- 10.4 **RESTORATIVE JUSTICE DISPUTE RESOLUTION:** Restorative Justice Dispute Resolution Subrecipient shall provide services for cases referred by law enforcement jurisdiction(s) for which Subrecipient is approved by County to address disputes between Victim(s) and Offender(s) for **a maximum unit rate of \$740 per resolved case.**

10.4.1 Minimum Cases Initiated – Restorative Justice Dispute Resolution Subrecipient shall initiate at least the minimum number of dispute resolution cases each year for each law enforcement jurisdiction for which Subrecipient is approved to address Restorative Justice disputes. The annual minimum number of disputes initiated for each law enforcement jurisdiction shall be calculated by County based on the annual DRP funds allocated to Subrecipient. The annual DRP funds allocated to the Subrecipient divided by the maximum unit rate per resolved case will determine the minimum number of dispute resolution cases to resolve each year in each SD (see Exhibit 11) for which Subrecipient is approved to address cases, which shall be fifty percent (50%) of the total number of cases initiated. For the purpose of this Subaward, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Subrecipient is contracted for fee by a third party.

10.4.2 Minimum Cases Resolved – Restorative Justice Dispute Resolution Subrecipient shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the disputes initiated each year. For the purpose of this Subaward, the minimum annual number of projected resolved disputes shall not include any dispute resolutions for which Subrecipient is contracted for fee by a third party.

10.4.2.1 Resolved Complex Disputes

Complex disputes are disputes that require over eight (8) hours to reach a resolution. Hours exceeding the eight (8)-hour threshold may be counted as an additional resolved dispute for every four (4)-hour increment attained beyond the eight (8)-hour threshold. For example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes (one (1) eight (8)-hour session plus two (2) four (4)-hour sessions).

10.4.3 Restorative Justice Principles – Restorative Justice Dispute Resolution

Subrecipient shall adhere to the following Restorative Justice principles and practices for each case served.

- 10.4.3.1 Victim(s) and Offender(s) (see Exhibit P, Definitions) are brought together in voluntary encounter(s) facilitated by trained Neutral(s) to accomplish an increased sense of empowerment; empathetic understanding towards one another; a collaborative plan and approach in the reparation of harm and the building up of positive relations; and a fostering of a peaceful community by the Victim(s) and Offender.
- 10.4.3.2 Victim(s) may invite a reasonable number of family members, community members, organizations, and/or institutions, reflecting the Offender(s) harmful actions may also have had a profound effect on them.
- 10.4.3.3 The focus of Restorative Justice Dispute Resolution shall be on repairing harm and fostering reconciliation between the individuals involved rather than punishing the Offender(s).
- 10.4.3.4 Victim(s) and Offender(s) shall be assisted by the Neutral in describing openly and thoroughly with each other what occurred and the results of what occurred, including any material, physical, and emotional impact.
- 10.4.3.5 A Victim(s) who is unable or unwilling to participate in a face-to-face session with the Offender(s) shall be encouraged to provide written or recorded descriptions of the occurrence with assistance from Subrecipient. Victim(s) also may choose to send representatives on his/her behalf to the dispute resolution sessions.
- 10.4.3.6 Victim(s) and Offender(s) may invite family members and other individuals as support to attend the dispute resolution sessions.
- 10.4.4 Before initiating a dispute resolution process in which at least one (1) of the participants is the alleged Offender(s) in a criminal complaint case that has been filed by a prosecutor, other than for an infraction, Subrecipient shall ensure that the advice of Offender(s) counsel is obtained or that the Offender(s) expressly waives the right to counsel or waives consulting with their counsel. Any Offender(s) who indicates a desire to waive the right to counsel or to consult with their counsel, shall be encouraged to consult with the public defender or private counsel before waiving that right. Subrecipient serving an Offender(s) who waives right to counsel shall keep on file a written waiver signed by the Offender.

10.4.5 Statistical Information – Restorative Justice Dispute Resolution Subrecipient shall provide annually updated descriptions of the resident and workplace populations of each law enforcement jurisdiction for which Subrecipient is approved, including estimated numbers of population being served, as well as cultural, economic, and other key social demographics (see Subsection 10.16.1.7 b)). As part of these annually updated descriptions, Subrecipient shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.4.6 Restorative Justice Dispute Resolution Subrecipient shall take specific measures to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of each law enforcement jurisdiction for which Subrecipient is approved, with special emphasis to the underserved and un-served populations and communities in each jurisdiction for which Subrecipient has been approved. Accessibility must include schedule, location, and language considerations.

10.4.7 Resolved Cases in Other Areas

For the initial one (1) year Subaward term, beginning July 1, 2019 through June 30, 2020, Subrecipients shall be allowed to count a maximum of ten (10) percent of Subrecipient's total Resolved Cases for cases resolved, in which all parties to a dispute are outside of a Subrecipient's contracted area(s).

10.5 Training

10.5.1 Subrecipient shall require that all persons who provide DRPA-funded dispute resolution services under their auspices complete the required 25-hour training program. The training must be completed prior to the provision of DRPA-funded services by that person. Conciliation and Mediation do not require separate training requirements, curriculum or standards other than the DRPA basic 25-hour training as described herein Section 10.5.2.

10.5.2 DRPA basic 25-hour training shall consist of the following:

10.5.2.1 A classroom portion training that is a minimum of **ten (10)** hours that includes lecture and discussion. This portion of the training must address the following topics:

10.5.2.1.1 History of the dispute resolution process and its relationship to the traditional justice system;

10.5.2.1.2 The DRPA Act and Regulations and County DRP Subrecipients and County oversight responsibilities for funds. This includes the conciliation and mediation processes as referenced in Section 1.4, 6.5.5, 10.7.1.1, and 10.9;

10.5.2.1.3 An overview of the structure of the California justice system and the traditional methods of processing civil and criminal cases;

10.5.2.1.4 The structure, design, practice, and theory of dispute resolution proceedings and services;

10.5.2.1.5 Functions and responsibilities of Neutral persons, and the need for would-be Neutrals to certify they have no conflicts of interest;

10.5.2.1.6 The distinction between binding and non-binding processes;

10.5.2.1.7 Communication Skills: including, but not limited to, developing opening statements, building trust, gathering facts, framing issues, taking notes, empowerment tactics, effective listening and clarification skills, and face-to-face versus telephone communication skills;

10.5.2.1.8 Problem Identification and Disagreement Management Skills: including, but not limited to, establishing priorities and areas of agreement and disagreement and management of special problems that threaten the process;

10.5.2.1.9 Techniques for Achieving Agreement or Settlement: including, but not limited to, creating climate conducive to resolution, identifying options, reaching consensus, and working towards agreement

- 10.5.2.1.10 General Review of Typical Fact Patterns: including, but not limited to, landlord-tenant, neighbor-neighbor, and consumer-merchant disputes;
 - 10.5.2.1.11 The role and participation of attorneys and witnesses;
 - 10.5.2.1.12 Intake skills and related documentation requirements; and
 - 10.5.2.1.13 The necessity of voluntary and consensual participation by Disputants without being coerced to enter the process.
- 10.5.2.1 A practical portion of the training that is a minimum of **ten (10)** hours that includes the following:
- 10.5.2.1.1 Role plays of simulated disputes;
 - 10.5.2.1.2 Observation of actual dispute resolution services; and
 - 10.5.2.1.3 The training shall provide for personal assessment and evaluation of the trainee.
- 10.5.3 In addition to the DRPA basic 25-hour training described above, training for persons who will serve as Neutrals for Restorative Justice disputes shall also be trained in Restorative Justice topics prior to providing Program Services for Restorative Justice disputes (see Subsection 10.4.3):
- 10.5.3.1 Balance of power between Victims and Offenders;
 - 10.5.3.2 Emotional impact of being a Victim;
 - 10.5.3.3 Emotional impact of being an identified Offender;
 - 10.5.3.4 Distinction between traditional criminal justice system emphasis on punishing perpetrators of crime against “the people” and the Restorative Justice emphasis on restoring relationships between Offenders and specifically identified Victims;

- 10.5.3.5 Intentions of Restorative Justice to repair harm caused to people and property, reconcile Victims and Offenders, and renew community among those affected; and
- 10.5.3.6 Effective ways of procuring and sustaining engagement of all participants in Restorative Justice dispute resolution sessions.
- 10.5.4 Subrecipient shall conduct at least one (1) Basic DRPA 25-Hour Training each year that includes both the classroom and practical portions of the training. Subrecipients shall attempt to enlist participants for their trainings that represent populations and/or communities in which there are few or no trained Neutrals.
- 10.5.5 Subrecipient shall do its due diligence to provide DRPA Basic 25-hour training in Spanish to ensure training opportunities are reflective of the communities served. This may be done as a collaboration with other DRPA Subrecipient(s).
- 10.5.6 Subrecipient shall provide each trainee, as part of the Basic DRPA 25-Hour Training, written materials that describes specific ways to prevent or de-escalate tense interpersonal situations.
- 10.5.7 Subrecipient shall ensure that each trained Neutral projected to provide Services under its auspices in the coming fiscal year completes at least four (4) hours of continuing education training during the last quarter of the previous fiscal year. This annual requirement begins the year after a volunteer completes the Basic DRPA 25-Hour Training. This training shall include preparation for serving more complex disputes, such as those involving more than two (2) Disputants.
- 10.5.8 Subrecipient shall maintain the following documentation to demonstrate compliance with the training requirements:
 - 10.5.8.1 Sign-in sheets signed by the trainees that include the dates and hours the trainings were conducted and signed by the trainer.
 - 10.5.8.2 Dated agendas, a training outline, and sample handouts that clearly indicate that all the required issues and components as detailed in Section 3622 of the DRPA Regulations were part of the training.
 - 10.5.8.3 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph

8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.5.9 All communications regarding the Basic DRPA 25-Hour Training must have one (1) of the following statements:

10.5.9.1 “This training meets the classroom portion of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program. There is also a ten (10) hour required practical component. A list of DRPA funded programs where the practical component can be completed will be provided at the training”; or

10.5.9.2 “This training meets the classroom portion and the practical portion of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program”.

10.5.10 Subrecipient shall maintain the following documentation for any individual Neutral who provides services under this Subaward:

10.5.10.1 A copy of a statement on the letterhead of a County of Los Angeles DRP Subrecipient or a certificate issued by a County of Los Angeles DRP Subrecipient that is signed and dated by the Program Administrator of the Program that conducted the training and states the following:

10.5.10.1.1 “(Name of Individual) has completed the classroom and practical portions of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program”; or

10.5.10.1.2 A copy of a time sheet for the trained individual signed by the Program Administrator or other authorized staff person that states the dates and times the classroom portion was completed and the dates and times the practical portion was completed; or

10.5.10.1.3 For the Prior Training/Experience Exception, the documentation detailed under Section 10.5.10 below.

10.5.10.1.4 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.5.11 Any Neutral person who has received training that complies substantially with these Regulations, or who has had at least 25 hours of dispute resolution experience to his or her provision of dispute resolution services shall be deemed to have met the orientation and training requirements mandated by these Regulations.

10.5.11.1 Subrecipient shall maintain the following documentation for any individual Neutral who provides Services under the Subaward and is meeting the minimum training requirements through the prior training/experience exception.

10.5.11.1.1 A copy of a statement on the letterhead of a County of Los Angeles DRP Subrecipient or a certificate issued by a County of Los Angeles DRP Subrecipient that is signed and dated by the Program Administrator and states the following:

- a) “(Name of Individual) has received training which complies substantially with the California Dispute Resolution Programs Act Regulations, or has had at least 25 hours of dispute resolution experience prior to their providing services at this Program and such prior training/experience has been verified.”
- b) Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.5.12 Subrecipient is strongly encouraged not to charge fees for its training in order to encourage a greater diversity of individuals to complete the training and volunteer. This is based on the belief that many low and middle income individuals can bring unique and valuable perspectives as Neutrals and would be discouraged from becoming

Neutrals by the mention of any type of fee and/or having to ask for some type of fee waiver.

- 10.5.13 Should fees be charged for a Basic DRPA 25-Hour Training, Subrecipient shall take verifiable steps to assure that a broad diversity of Volunteers are being trained. If this is not being accomplished, County reserves the right to issue a Corrective Action Plan and/or other actions to assure that training fees are not an obstacle to accomplishing the goals herein.
- 10.5.14 Subrecipient shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (to include employees and volunteers). Subrecipient is responsible for ensuring staff, both existing and new, is properly trained in all areas related to providing Services and receives training on employment safety.
- 10.5.15 Subrecipient shall ensure that all appropriate Subrecipient employees and Volunteers attend all training sessions required by County and held at a County facility or another site, as determined by County, for Subrecipient's benefit. Further, Subrecipient shall ensure that, at a minimum, a Subrecipient employee represents Subrecipient at each training session. Subrecipient may also attend training opportunities outside of Los Angeles County that Subrecipient reasonably deems to be beneficial for the delivery of Dispute Resolution Services.
- 10.5.16 Subrecipient shall provide to County at least thirty (30) days advance notice of the schedule and location of each training. County may make unannounced visits to training for purpose of evaluation.
- 10.5.17 Licenses and Certifications: Subrecipient shall obtain and maintain, during the term of this Subaward, for Subrecipient and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County and State of California laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of the Subaward, and in cases of new staff or staff with updated licenses, permits or certifications, Subrecipient shall provide County with copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to County's Contract Manager listed in Exhibit E, of Appendix C, Sample Subaward.

10.5.17.1 All Subrecipient's employees and volunteers must possess, at a minimum, a 25-hour DRPA Training Certificate of Completion.

10.6 Voluntary Participation and Prohibition on Coercing Participation

10.6.1 Program participation of Disputants shall be voluntary. Disputants shall not be coerced, pressured, or intimidated into participating in Services. Such acts of coercion and intimidation are strictly prohibited. The decision to access and participate in Services shall rest entirely with Program participants.

10.6.2 Criminal Issues Related to Voluntary Participation/Coercion

10.6.2.1 Pursuant to Section 467.7(b) of the DRPA, in regard to criminal complaint cases that have been filed by a prosecutor, other than for infraction, the advice of counsel shall be obtained by the Offender prior to initiating the dispute resolution process. This shall not preclude the Offender from voluntarily waiving his/her right to counsel. An Offender who desires to waive his/her right to counsel shall be first encouraged to consult with the Public Defender or private counsel before waiving that right. Should the Offender waive his/her right to counsel, Subrecipient must keep a written waiver on file signed by the Offender.

10.7 Information Statement Requirement

10.6.1 Subrecipient shall prepare a written Information Statement in a comprehensible and easy to read format that shall be presented to all Disputants prior to initiating any proceeding, containing all of the following:

10.7.1.1 The nature of the dispute resolution process (Conciliation or Mediation);

10.7.1.2 The right of Disputants to have an attorney present;

10.7.1.3 The program rules for attorney participation;

10.7.1.4 The right of Disputants to call and question witnesses;

10.7.1.5 Any agreement made will not be admissible in court unless both Disputants agree to make it admissible; and

10.7.1.6 Any agreement made will not be enforceable in court unless all Disputants agree to make it enforceable.

10.7.1.7 The individual(s) serving as Neutral(s) in the proceeding certifies s/he has no bias regarding the Disputants or subject matter, and has no financial interest in any aspect of the dispute in question or the Disputants, and that the Neutral(s) will immediately halt any proceedings and notify Subrecipient should any conflict of interest, bias or financial interest as to the dispute or a Disputant(s) be discovered after any Services begin.

10.7.2 Subrecipient shall provide a copy of its current Information Statement to the LACDRP Coordinator, otherwise known as the County's Program Manager on Exhibit E of Appendix C, Sample Subaward.

10.7.3 Additional Written Information Statement Requirements

10.7.3.1 Subrecipient shall have the following exact phrase in the electronic or hard copy case file for every dispute resolution case initiated:

"Written Information Statement Sent/Given to Disputants"

Next to the above phrase, Subrecipient shall have the individual who mailed, e-mailed, faxed, or handed the Information Statement to the Disputants, initial and date the document as confirmation of the action taken.

10.7.3.2 A written copy of each Subrecipient's Information Statement must be available for County to review. Information Statements and any written materials provided to Disputants shall be written at no more than a high school graduate reading level. A suggested Information Statement is Exhibit 4, of Appendix B, Statement of Work Exhibits.

10.7.3.3 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.8 Written Agreement or Award Requirement

10.8.1 Upon consent of the Disputants, a written agreement or an award resolving a dispute may be issued, which details the dispute settlement

and future responsibilities of each disputant. If settlement is reached through Conciliation and a written agreement is still desired, Subrecipient may require the Disputants to meet in a face-to-face session to do so.

10.8.2 Enforceability and Admissibility of Agreements: Agreements resolving a dispute and entered into with the assistance of Subrecipient shall not be enforceable in a court nor shall they be admissible as evidence in any judicial or administrative proceeding without the consent of the disputants. The written agreement shall clearly state that the agreement or any resulting award shall be enforceable or admissible as evidence only as agreed-to by the disputants.

10.8.3 Tolling the Statute of Limitations (“Freezing the Clock”): Disputants may agree in writing to toll the applicable statute of limitations during the pendency of the dispute resolution process. The statute of limitations for any given dispute provides a deadline within which a court case arising out of the dispute must be filed or else the right to sue is lost. Subrecipient shall NOT be required to inform Disputants of this section of the Act. If Subrecipient does inform any Disputant of this section of the Act, any such communications must be in accordance with the issues addressed in Section 10.11.1, Providing Legal Counsel, of this Appendix.

10.8.4 Involvement of Attorneys in DRPA-Funded Processes: Disputants are entitled to be accompanied by an attorney at any dispute resolution session. Participation by attorneys in dispute resolution proceedings may be restricted by the policy of Subrecipient. Such policies shall be clearly explained in the Information Statement provided to Disputants. Disputants shall always have the right to consult with attorneys as needed.

10.8.5 Disputant Right to Withdraw or Revoke Consent: Unless Disputants have agreed in writing to a binding award, Disputants may withdraw from process and revoke their consent by written statement and may seek judicial or administrative redress.

10.8.6 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.9 Confidentiality

10.9.1 All dispute resolution proceedings conducted, including, but not limited to, conciliations and mediations, are subject to Chapter 2 commencing

with Section 1115 of Division 9 of the California Evidence Code. Subrecipient shall not reveal any communications made with a Disputant to anyone involved in any administrative law or civil court proceeding. This includes any information on the dispute or Disputant recorded in writing by Subrecipient, such as case files or notes taken by a Neutral during a dispute resolution process. This confidentiality provision shall NOT apply to possible criminal activity. If a Disputant indicates to Subrecipient, at any point during the dispute resolution process, that criminal liability may exist on the Disputant as a result of a criminal act, Subrecipient shall inform the Disputant that the protections of confidentiality may not exist. If an attempt is made by any third party to force a Subrecipient into revealing any information about a case, Subrecipient shall contact County for assistance. Subrecipient may contact County for further assistance in interpreting the laws regulating the DRPA.

10.9.2 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.10 Bias and Conflict of Interest Related to Neutrals

10.10.1 All Services must be provided by Neutral persons. Persons are not regarded Neutral if personal bias regarding any particular Disputant or the subject matter of the dispute exists. Persons are not regarded Neutral if her or she has any financial interest in the subject matter of a dispute or a financial relationship with any party to the dispute resolution proceeding. Such interest shall be deemed a conflict of interest. Neutrals having any actual or perceived conflict of interest shall refrain from providing services unless all Disputants are made fully aware of the conflicts or potentially perceived conflicts and consent in writing.

10.10.2 Subrecipient shall require all persons serving as a Neutral in any Services offered to review the issue(s) at stake in each dispute they may participate in, and certify in writing on Subrecipient-provided form they have no bias regarding the Disputants or subject matter, and have no financial interest in any aspect of the dispute in question or the Disputants. Subrecipient shall also require a Neutral to certify for each dispute they have no conflicts of interest, and that the Neutral will immediately halt any proceedings and notify Subrecipient should they discover any conflict of interest, bias, or financial interest as to the dispute or a Disputant(s) after any Services begin.

10.10.3 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and

Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.11 Unrestricted Accessibility to Services

10.11.1 Subrecipient shall NOT have a blanket policy against providing Services to specific types of disputes (e.g., landlord-tenant, etc.) within the service category (Community, Day of Hearing, Restorative Justice) for which Subrecipient has been approved without the written approval of County.

10.11.2 Subrecipient shall NOT refuse Services to a specific type of dispute within the service category for which Subrecipient has been approved solely due to the complexity of the dispute. County acknowledges, that since the majority of services are provided by volunteers, some types of disputes may exceed the capacity of available volunteer Neutrals. This factor will be included in any consideration by County in a request from Subrecipient to be excused from serving a particular dispute.

10.12 Prohibited Activities

10.12.1 Providing Legal Counsel

10.12.1.1 Subrecipient acknowledges Program, and the Services thereto, is not a legal aid program. Funds and staff shall not be used in any manner to provide legal advice to Disputants. Subrecipient shall have policies, staff and volunteer training, and referral systems in place to prevent the provision of legal advice under any circumstances and refer Disputants wanting legal advice to appropriate resources.

10.12.1.1.1 **Subrecipient with Legal Advice or Attorney Related Programs:** Subrecipient that is part of larger entities that are legal and/or attorney based or have legal advice programs shall take precaution and implement measures to provide a clear and distinct separation between any program offering legal advice and any DRPA-funded Services.

10.12.1.1.2 **Disputants Having Received Court Summonses/Statute of Limitations Issues:** For purpose of this

Subaward, informing a Disputant who has received a court summons of a deadline to file a response with the court or that s/he could potentially otherwise lose by default is NOT considered providing legal advice. Subrecipient shall NOT inform Disputants of the specific day or date of such a deadline. Instead, Disputants shall be informed of their need to speak with an attorney.

10.12.1.1.3 **Legal Information Prepared/Written By Other Organizations:**

For purpose of this Subaward, providing a Disputant legal information prepared or written by a relevant government entity or non-profit legal aid organization is NOT considered providing legal advice. Subrecipient shall NOT, however, answer any questions or provide any comments or advice related to any legal information provided to Disputants. If Disputants have questions, they shall be informed of their need to speak to an attorney.

10.12.1.1.4 Examples of such information include the *California State Department of Consumer Affairs Landlord-Tenant Handbook* or printed information posted for public use by legal aid organizations or government entities.

10.12.1.1.5 **Referrals to Sources of Legal Advice or Legal Information:**

Subrecipient shall maintain written current information for Disputants on where they may access legal advice or information. This shall include lawyer referral services certified by the California State Bar Association, all Federal Legal Services Corporation (LSC) entities funded in

Los Angeles County, the Courthouse Self-Help Centers operated by the Legal Aid Foundation of Los Angeles and Neighborhood Legal Services of Los Angeles County, and resources for those individuals who may choose to, or be forced to, not have an attorney and self-represent themselves (“pro per” or “pro se” litigants) based on various circumstances (e.g., income not low enough to qualify for LSC services and case size or type and/or income makes a private attorney difficult to obtain.)

- 10.12.1.1.6 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.12.2 **Soliciting Donations in Advance**

- 10.12.2.1 Subrecipient shall ensure that no individual representing its organization explicitly or implicitly solicits any donation from a Disputant in advance of initiating any Service, or prior to the full completion of Subrecipient’s resolution attempt(s) for the first dispute in which the Disputant receives Dispute Resolution Services from Subrecipient.

10.13 **Charging Disputants for Services**

- 10.13.1 Subrecipient shall not be required to charge Disputants for Dispute Resolution Services. However, if Subrecipient charges fees for its Dispute Resolution Services, such fees must be assessed on a sliding scale basis, according to income and financial need. Subrecipient shall fully explain to all Disputants in writing, in advance of the services being furnished, the basis for and the amount of any fees and other costs that may be charged.

10.13.2 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.13.3 **Waiver of Any Fees to Low-Income Disputants**

Any fees must be completely waived for any Disputant who informs Subrecipient that s/he is unable to pay due to being unemployed or low income. Subrecipient shall have no documentation requirements in order for a Disputant to receive any such waiver.

10.13.4 Subrecipient is prohibited from charging the following fees: contingent fees; fees calculated on the basis of the amount in controversy; or fees based on the failure or success of the Disputants to agree to resolution terms previously designated by one (1) or more of the Disputants.

10.13.5 **Subrecipient Fee System Options:**

10.13.5.1 **No Fee:** No disputant is charged any fee of any type.

10.13.5.2 **Sliding Scale Fee:** Disputants are charged on a sliding scale basis, and individuals who inform Subrecipient they are unable to pay due to being unemployed or low income shall have all fees waived.

10.13.5.3 **County Approval of Sliding Scale:** Subrecipient shall submit their sliding scales for written approval to County. Subrecipient shall receive written approval before implementing any sliding scale. Once the scale has been approved, Subrecipient shall not change the fees without the prior written approval of County.

10.13.5.4 All case files for any dispute shall have the following fields, and the appropriate option for each case must be identified and initialed by Subrecipient representative.

No Fees Charged _____
Sliding Scale Fee Charged \$_____
Other Fees Charged \$_____
Voluntary Donation \$_____

10.14

Documentation Required for Resolved Cases

10.14.1 A resolved case is one in which at least one (1) of the contested issues has been resolved to the mutual satisfaction of the Disputants.

10.14.1.1 A written, dated agreement signed by Disputants OR a brief summary of the agreement that indicated the action or actions to be taken or not taken by each Disputant or the mutual understanding reached with the date of the resolution and the initials of the Neutral.

10.14.1.2 Summary of the Dispute and Specific Issues(s). Following are some examples of a dispute and possible related issues:

10.14.1.2.1 Effect of Recycling Center on Neighborhood: trash, homeless, noise;

10.14.1.2.2 Mistrust of Local Police After Shooting: mutual understanding of known facts, investigation process, reasons for mistrust, actions that can be taken/policies implemented to regain trust;

10.14.1.2.3 Church Council Dispute: Members respect for each other, manners at meetings, obtaining/presenting outside legal advice, by-laws/articles of incorporation interpretation, meeting procedures, budget procedures, hiring procedures; and

10.14.1.2.4 School Tension/Violence Between Racial/Ethnic Groups: Views on the incident, causation of incident, specific ways to prevent similar incidents in the future, ways to improve relations through

specific acts on a regular basis.

- 10.14.1.2.5 Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.15 Disputant Follow-Up Surveys: Subrecipient shall be required to conduct follow-up surveys with Disputants, keep copies of the completed surveys on file, and be accessible to County for review. Surveys must be conducted or sent to Disputants within one (1) month of the completion of the dispute resolution process. The results of the surveys shall be used by Subrecipient to make quality improvements in providing Services. Subrecipient may be asked by County to comply with and develop other outcome measures.

10.15.1 The surveys shall include requests for Disputants' evaluation of:

10.15.1.1 The Dispute Resolution Services provided by Subrecipient;

10.15.1.2 The fairness or adequacy of the settlement agreement or award;

10.15.1.3 Any particular difficulties experienced by the Disputants in carrying out and obtaining compliance with the settlement agreement or award;

10.15.1.4 The Disputant's willingness to use dispute resolution services in the future;

10.15.1.5 The Disputant's willingness to recommend dispute resolution services to others who are involved in disputes; and

10.15.1.6 The Disputant's willingness to allow use of case details without any personal identifying information for the purposes of Outreach to promote the availability and nature of dispute resolution services.

10.15.2 Subrecipient shall use similar wording and answer options for its Follow-Up Survey as they appear on Exhibit 9, Participant Follow-up

Survey, of Appendix B, Statement of Work Exhibits. Subrecipient may add additional questions and shall use similar wording and answer options of the questions in the Exhibit. Subrecipient shall make good faith effort to conduct a survey of every Disputant who takes part in a dispute resolution process initiated under this Subaward. Surveys may be conducted over the phone or electronically, such as e-mail.

10.15.3 Within three (3) months from the end of each fiscal year, Subrecipient shall compile the results of all follow-up surveys completed by Disputants for the Program year, and complete and submit Exhibit 10, Participant Follow-up Survey Annual Results Form and Instructions, of Appendix B, Statement of Work Exhibits, to County.

10.15.4 County reserves the right to require a Corrective Action Plan if the return rate of the surveys for a Subrecipient is below the average for all Subrecipients as determined by County.

10.16 Additional Requirements

10.16.1 In addition to the specific tasks necessary to provide Services, Subrecipient must also adhere to additional requirements that are necessary to operate Program. These requirements ensure Subrecipient maintains the appropriate level of care, performance, staffing, reporting, and compliance with Los Angeles County and State of California guidelines that govern the Program. Subrecipient shall be responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Disputants.

10.16.1.1 Outreach Activities: Subrecipient shall provide Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential eligible Disputants. Outreach provided by Subrecipient shall aim to produce a continual increase in the use of Dispute Resolution Services by Disputants.

- a) Community Dispute Resolution Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various populations residing, working, and/or operating in the SPA(s) for which Subrecipient is approved.
- b) Day of Hearing Civil Court Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various

populations who may need help with the types of cases in the locations where Subrecipient is approved.

- c) Restorative Justice Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various populations served by the law enforcement jurisdictions for which Subrecipient is approved.

10.16.1.2 Information and Assistance: Subrecipient shall ensure that information and assistance for all Services is provided to all relevant populations including, but not limited to, homeless, veteran, and Lesbian-Gay-Bisexual-Transgender (LGBT) Disputants.

10.16.1.3 Collaborations

- 10.16.1.3.1 Subrecipient must form collaborations with other Subrecipients providing Services funded through DRP, as well as other community organizations, in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Dispute Resolution Services. However, in sharing information with other agencies, Subrecipient must respect Disputants' confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 10.16.1.3.2 Subrecipient shall establish procedures to protect all Disputants' information consistent with the terms of this Subaward; any amendments thereto; and all applicable laws and shall not disclose Disputant information outside of County without prior written consent from County and the Disputant.
- 10.16.1.3.3 Subrecipient is prohibited from engaging in any action intended to inhibit the provision of DRPA-funded services by another Subrecipient.

10.16.1.4 Mediation Week

- 10.16.1.4.1 Each year the Los Angeles County Board of Supervisors celebrates Mediation Week by honoring Program volunteers, staff, and selected successfully resolved disputes. Subrecipient may choose to nominate staff or volunteers Subrecipient would like to see recognized by County. Nominations shall be received by County no later than the first business day of each February. Exhibit 5, Mediation Week Nomination Form, of Appendix B, Statement of Work Exhibits, provides instructions on how to submit nominations. Subrecipient acknowledges submission of a nomination form shall not be binding on County or the Los Angeles County Board of Supervisors for any recognition or otherwise.

10.16.1.5 Minimum Annual Training Requirement

- 10.16.1.5.1 Any Subrecipient receiving \$50,000 per year or more in DRP funds shall annually project a minimum annual number, not less than 25, of previously untrained persons that Subrecipient will train under the Basic 25-Hour dispute resolution training, which complies with Section 10.5, Trainings, of this document.
- 10.16.1.5.2 Any Subrecipient receiving under \$50,000 per year in DRP funds shall annually project a minimum annual number, not less than 10, of previously untrained persons that Subrecipient will train under the Basic 25-Hour dispute resolution training, which complies with Section 10.5, Trainings, of this document.

10.16.1.6 Fiscal Requirements

10.16.1.6.1 Matching Share

- a) Subrecipient shall provide at least a 25% match (contribution) of its Maximum Annual Subaward Sum/Expenditures as funded by County in accordance with the provisions of Exhibit W (Budget), of Appendix C, Sample Contract. The matching share may be in cash or in-kind contributions or compensation thereof.
- b) In-kind contributions are property or services provided by Subrecipient which benefit a Subaward-supported project or program, and which are contributed by non-federal entities without charge to Subrecipient.
- c) The criteria for establishing the value on non-cash items shall be Fair Market Value. In the case of Volunteer Services, Fair Market Value shall be calculated at twenty-five dollars (\$25) per hour.

10.16.1.6.2

Administrative/Indirect Cost

- a) Administrative/indirect costs are not to exceed 20% of the entire Subaward. This includes both Program funds and matching funds.
- b) For this Program, administrative/indirect costs are those costs associated with Subrecipient's employees and other financially compensated individuals whose primary duties do not include interaction with Disputants and/or volunteers. Typical examples of such positions are duties that relate to financial and/or human resources administration. Thus, any costs associated with these individuals (salaries and benefits, workspace, office equipment, supplies, etc.) that are reflected on the Subaward budget, whether using Program or matching funds, may be considered indirect or administrative costs.

- c) Some organizations may have positions that perform both direct and administrative/indirect functions. The costs related to these individuals should be apportioned accordingly (i.e. 80% of an executive director's time is spent on direct services related activities and 20% are spent on administrative/indirect responsibilities, so that related costs would be classified accordingly).
- d) Subrecipient shall contact County for further guidance on determining whether a cost is an administrative/indirect cost or a direct cost.

10.16.1.6.3 Cash Reserves

- a) Subrecipient must maintain cash reserves equal to the cost to operate the Program for one (1) month.
- b) Program Subaward Funds may not be included in cash reserves.

10.16.1.6.4 Yearly Fiscal Report by Independent Accountant

- a) Subrecipient shall submit yearly reports prepared by independent accountants that describe and assess Subrecipient's fiscal practices and status, no later than 90 days after the end of the fiscal year.
- b) The independent accountant's report should be sent to County. For Subrecipient that is legally part of a larger government or educational entity, a report of the entire organization's fiscal practices and status is sufficient to meet this requirement.

10.16.1.6.5 Closeout Reports

- a) At the end of each Fiscal Year, Subrecipient shall prepare and submit a Closeout Report in the form and manner designated by

County. A Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year. County shall notify Subrecipient of the deadline for submission of the Closeout Report.

- b) If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Subaward period which ends on the termination or cancellation date. Subrecipient shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- c) Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.16.1.6.6 Program Performance/Reallocation of Subaward Funds

- a) Subrecipient is required to provide 100% of Services and expend 100% of the Maximum Annual Subaward Sum awarded as stated in Exhibit W (Budget), Exhibit X (Mandated Program Services) of Appendix C, Sample Subaward and Exhibit 2 (Performance Requirements Summary Chart), of Appendix B, Statement of Work Exhibits. A new or updated Exhibit W (Budget) and Exhibit X (Mandated Program Services) shall be completed by Subrecipient and provided to County prior to the beginning of each Fiscal Year.
- b) Subrecipient's Program performance and Subaward Funds for Program will be evaluated during each Fiscal Year. Subaward Funds may be reduced if Subrecipient fails to provide at least 90% of Services and expend at least 90% of the Maximum Annual Subaward Sum allocated under this Subaward, as provided in

Exhibit W (Budget) and/or Exhibit X (Mandated Program Services) of Appendix C, Sample Subaward. Additionally, Subrecipient acknowledges County, at its discretion, may reduce Subrecipient's Services and Maximum Annual Subaward Sum paid thereon in the following Fiscal Year to more accurately reflect Subrecipient's level of performance/expenditure.

- c) Subrecipient acknowledges that this Subaward includes Performance Requirements Standards that will measure Subrecipient's performance related to the Program. Appendix B, Statement of Work Exhibits, Exhibit 2 (Performance Requirements Summary Chart) identifies the standards required and the corresponding Acceptable Quality Level that Subrecipient is responsible for meeting.

10.16.1.7 Reports, Documentation, and Direct Data Entry

10.16.1.7.1 General Reports

- a) Subrecipient shall be required to establish record procedures that ensure the accuracy and authenticity of the number of eligible Service(s) provided each day. Subrecipients shall ensure the actual date Service(s) is/are rendered are tracked, documented, and reported. Subrecipient shall submit to County, on a monthly basis and no later than the tenth (10th) day of the month following the month of service, a report which includes:
 - i) Total number of Disputants served;
 - ii) Type(s) of Services provided, including the date(s) of Service;
 - iii) Total number of dispute resolutions initiated;

- iv) Total number of disputes for which at least one (1) of the contested issues was resolved to the mutual satisfaction of the Disputants;
- v) Total number of persons trained as detailed in Section 10.5, Trainings; and
- vi) Outreach activity. Reports on Outreach activities shall include descriptions of Outreach activities performed, the number of people reached, and examples of handouts distributed, using Exhibit 7, Outreach Activity Form, of Appendix B, Statement of Work Exhibits. If the tenth (10th) day of the month falls on a weekend or holiday, the due date shall be the next business day.

See also reporting of Complex Disputes in Sections 10.2.2.1 and 10.4.2.1.

- vii) Duration of Process for each case by the ranges outlined in Exhibit 8, DRP Reporting Form.

b) Subrecipient shall submit to County annual Population Reports as follows:

- i) For Community Dispute Resolution Services, Subrecipient shall provide annually updated descriptions of the resident and employment populations of each SPA for which Subrecipient has been approved, including estimated

numbers, as well as cultural, economic, and other key social demographics.

- ii) Day of Hearing Civil Court Dispute Resolution Services, Subrecipient shall provide annually updated descriptions of the resident and employment populations of potential users of their dispute resolution services, including estimated numbers, as well as cultural, economic, and other key social demographics.
- iii) For Restorative Justice Dispute Resolution Services, Subrecipient shall provide annually updated descriptions of the resident and employment populations of the areas served by each law enforcement jurisdiction for which Subrecipient has been approved, including estimated numbers, as well as cultural, economic, and other key social demographics.

10.16.1.7.2 **Statistical Reports**

- a) Subrecipient shall provide, on a monthly basis, statistical data regarding its operating budget and shall include the following:
 - i) The number of inquiries about Dispute Resolution Services received;
 - ii) The sources from which inquirers learned of Dispute Resolution Services;

- iii) The number of disputes for which resolution Services were initiated (i.e., cases opened);
- iv) The nature of the disputes for which resolution Services were initiated;
- v) The number of disputes in which at least one (1) of the contested issues was resolved to the mutual satisfaction of the Disputants (a resolved dispute shall be counted as an additional resolved dispute for each multiple of four (4) in-session hours required beyond the eight (8)-hour threshold; for example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes);
- vi) The nature of the disputes resolved, including the particular types of community, day of hearing civil court, or Restorative Justice disputes resolved;
- vii) The number of persons served with Dispute Resolution Services;
- viii) The number of persons utilizing the process more than once;
- ix) The zip code(s) of each Disputant, including the location where the dispute

took place (zip code information is needed only for parties and locations in Los Angeles County);

- x) The number of Disputants served by age or age range, race/ethnicity, gender (as identified by Disputant), and income range;
 - xi) The percentage of Dispute Resolution Services provided by volunteers;
 - xii) The number of persons trained with initial DRPA training and the number of persons trained with continuing education as detailed in Section 10.5, Trainings.
 - xiii) The names and Subaward information for each person trained with initial DRPA training who are willing to be included in County's DRP pool of trained Neutrals; and
 - xiv) Any other information County may require.
- b) Subrecipient shall submit statistical data on a monthly basis and no later than the tenth (10th) day of the month following the month of Service. If the tenth (10th) day of the month falls on a weekend or holiday, the due date shall be the next business day. Subrecipient must use Exhibit 8, Monthly Activity Report, of Appendix B, Statement of Work

Exhibits, to report monthly statistical data.

- c) Subrecipient shall maintain all records and reports, consistent with the Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.
- d) All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to Disputants (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix C, Sample Subaward Paragraph 7.5, Confidentiality; California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

10.16.1.8 Emergency and Disaster Preparedness

10.16.1.8.1 Not with standing Subrecipient's and County's Subaward dual objective to provide Services to eligible persons, Subrecipients shall make Services available to any person impacted during the event of a nationally- or state- declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Subrecipient for funds expended.

10.16.1.8.2 Subrecipient must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.

10.16.1.8.3 Subrecipient must maintain a registry of Disputants for emergency purposes.

10.16.1.8.4 Subrecipient shall develop and have on file a written Business Continuity Plan (BCP) that describes how Subrecipient will reduce the adverse impacts to Disputants as determined by both the scope of the event (who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipients shall make the BCP available to its employees, volunteers, and Subrecipients for reference before, during, and after such disruptions.

11.0 GREEN INITIATIVES

11.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Subrecipient shall notify County’s Contract Manager of Subrecipient’s new green initiatives prior to Subaward commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 All listings of services used in the Performance Requirements Summary (PRS) chart (see Appendix B (Statement of Work Exhibits), Exhibit 2 (Performance Requirements Summary Chart)) are intended to be completely consistent with the Subaward and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in the Subaward and the SOW. In any case of apparent inconsistency between Services as stated in the Subaward and the SOW and this PRS, the meaning apparent in the Subaward and the SOW will prevail. If any Service seems to be created in this PRS which is not clearly and forthrightly set forth in the Subaward and the SOW, that apparent Service will be null and void and place no requirement on Subrecipient.